

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: CA0000000000988
Sold To: Millcreek
Description: PAR-Interlocal- SLCo is assisting City with an expansion of the playground at Canyon Rim Park. City to provide County with an additional \$90,895.00 for the project. Term to transfer of funds 30 days from the effective date (to approx. 11/26/2022)
Revenue Amount: \$0.00
Agency Name: Parks & Recreation
Start Date: 2022-10-26 End Date: 2022-11-26



October 25, 2022

COUNTY COUNCIL

Laurie Stringham, Chair
At-Large A

Richard Snelgrove
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Dave Alvord
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Steven L. DeBry
District #5

Dea Theodore
District #6

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 6031 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Community Services Department and **Millcreek City** – Funding Playground Expansion at Canyon Rim Park.

Millcreek City will provide an additional \$90,895 to Salt Lake County to fund the playground expansion at Canyon Rim Park.

The agreement will take effect on the date the agreement is signed by the last party to sign and will terminate upon performance by the parties.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully Yours

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By


Deputy Clerk

ap

pc: Darrin Casper/Mayor Finance
Robin Chalhoub/Community Services Department
Shawna Soliz/Contracts & Procurement Division

**SALT LAKE COUNTY COUNCIL
RESOLUTION**

RESOLUTION NO. 6031

DATE October 25, 2022

**RESOLUTION APPROVING EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT MADE WITH
MILLCREEK FOR THE TRANSFER OF \$90,895.00 TO SALT
LAKE COUNTY FOR THE COMPLETION OF
RENOVATIONS TO CANYON RIM PARK**

THE LEGISLATIVE BODY OF SALT LAKE COUNTY RESOLVES AS FOLLOWS:

WHEREAS, Millcreek owns certain property known as Canyon Rim Park (the "Park"); and

WHEREAS, Salt Lake County is assisting Millcreek with an expansion of the playground at the Park (the "Project"); and

WHEREAS, Millcreek wishes to provide Salt Lake County an additional \$90,895.00 for the Project.

WHEREAS, the governing bodies of the County and Millcreek are public agencies and are, therefore, authorized by the Utah Interlocal Cooperation Act, Sections 11-13-101, et seq., Utah Code Ann., 1953 as amended, to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers; and

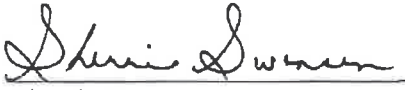
NOW THEREFORE, be it resolved by the Salt Lake County Council that the Interlocal Cooperation Agreement with Millcreek for the transfer of \$90,895.00 from Millcreek to Salt Lake County for use by Salt Lake County to complete the Project is approved and the Salt Lake County Mayor is hereby authorized to execute the same.

APPROVED and ADOPTED this 25th day of October, 2022.

SALT LAKE COUNTY COUNCIL:

By 
Laurie Stringham, Chair

ATTEST:


Sherrie Swensen
County Clerk

Reviewed as to form and legality:

David A. Johnson
2022.10.24 
'00'06-10:24:23

Deputy District Attorney

VOTING

Council Member Alvord	<u>"Aye"</u>
Council Member Bradley	<u>"Aye"</u>
Council Member Bradshaw	<u>"Aye"</u>
Council Member DeBry	<u>"Aye"</u>
Council Member Granato	<u>"Aye"</u>
Council Member Snelgrove	<u>Absent</u>
Council Member Stringham	<u>"Aye"</u>
Council Member Theodore	<u>"Aye"</u>
Council Member Winder-Newton	<u>"Aye"</u>

An Interlocal Cooperation Agreement between Millcreek and Salt Lake County for funding a Playground Expansion Project at Canyon Rim Park.

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is between **SALT LAKE COUNTY** (“County”) and **MILLCREEK**. (“City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

- A. The City owns certain property known as Canyon Rim Park (the “Park”).
- B. The County is assisting the City with an expansion of the playground at the Park (the “Project”) as illustrated in the attached drawing/exhibit.
- C. The City wishes to provide the County an additional \$90,895.00 for the Project.
- D. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

The Parties agree as follows:

- 1. Within 30 days of the Effective Date, City will transfer \$90,895.00 (“Funds”) to the County to fund the Project. County will use the Funds only for completion of the Project at the Park.
- 2. This Agreement takes effect on the date the Agreement is signed by the last Party to sign (“Effective Date”) and terminates upon performance by the parties.
- 3. The following provisions are also integral parts of this Agreement:
 - a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
 - c. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
 - d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
 - e. Waiver of Breach. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

- f. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- h. Time of Essence. Time is the essence of this Agreement.
- i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- k. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- l. Joint Board. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- m. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- n. Manner of Acquiring, Holding, or Disposing of Property. The real property will be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.
- o. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- p. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and the City for approval in accordance with Utah Code Ann. § 11-13-202.5.
- q. Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

The City and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

By: Erin Litvack
Jennifer Wilson or Designee

Digitally signed by Erin Litvack
Date: 2022.10.26 17:17:24 -06'00'

Dated: _____

MILLCREEK :

By: Jeff Silvestrini

Its: Mayer

Dated: August 22, 2022

Approved by:

Division of Parks and Recreation:

By: [Signature]

Attest: [Signature]
City Recorder



Reviewed as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

By: David A. Johnson
Deputy District Attorney

2022.08.23
'00'06- 16:04:30



Approved as to Form and Legality:

ATTORNEY FOR MILLCREEK

By: [Signature]
Attorney



Big T Recreation
 11618 S. State St #1602
 Draper, UT 84020
 801-572-0782
 taft@bigtrec.com

QUOTE

Date	Quote #
03/01/2022	14451
Exp. Date	
	05/31/2022

Shipping Address
Salt Lake County 2001 South State Street, Room S-4700 Salt Lake City, UT 84190

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Playground Structure	Canyon Rim Park - Alternate Swing Area Playworld Alternate Swing Area Includes: - 2 Bays (4) Seats of Belt Seats - 2 Bays (4) Seats of Bucket Seats - (2) Swing Along Swings - (2) ADA Swings - Hoopla Basket Swing	1	29,870.00	29,870.00
Freight	Additional Freight	1	3,500.00	3,500.00
Services	Removal and Prep (additional 6" of excavation for Wood Chips) & Installation by Certified Crew	1	37,900.00	37,900.00
Surfacing	220 CY Engineered Wood Fiber	1	5,700.00	5,700.00
Services	Concrete Curbing (Additional height to account for wood chips)	1	13,925.00	13,925.00
			SUBTOTAL	
			TAX	
			TOTAL	\$90,895.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigtrec.com or merit@bigtrec.com.

We thank you for your business.



BIG T RECREATION
11618 S. State Street #1802
Draper, UT 84020

EQUIPMENT SIZE
39'1" X 44'9" X 16'2"
22'3" X 20'2" X 12'

USE ZONE
SEE DWG.

AREA
SEE DWG.

PERIMETER
SEE DWG.

FALL HEIGHT:
8 FL

USER CAPACITY
157

AGE GROUP
2-12

CANYON RIM PARK - OPTION 2

MILLCREEK, UT



✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:
21-7477A

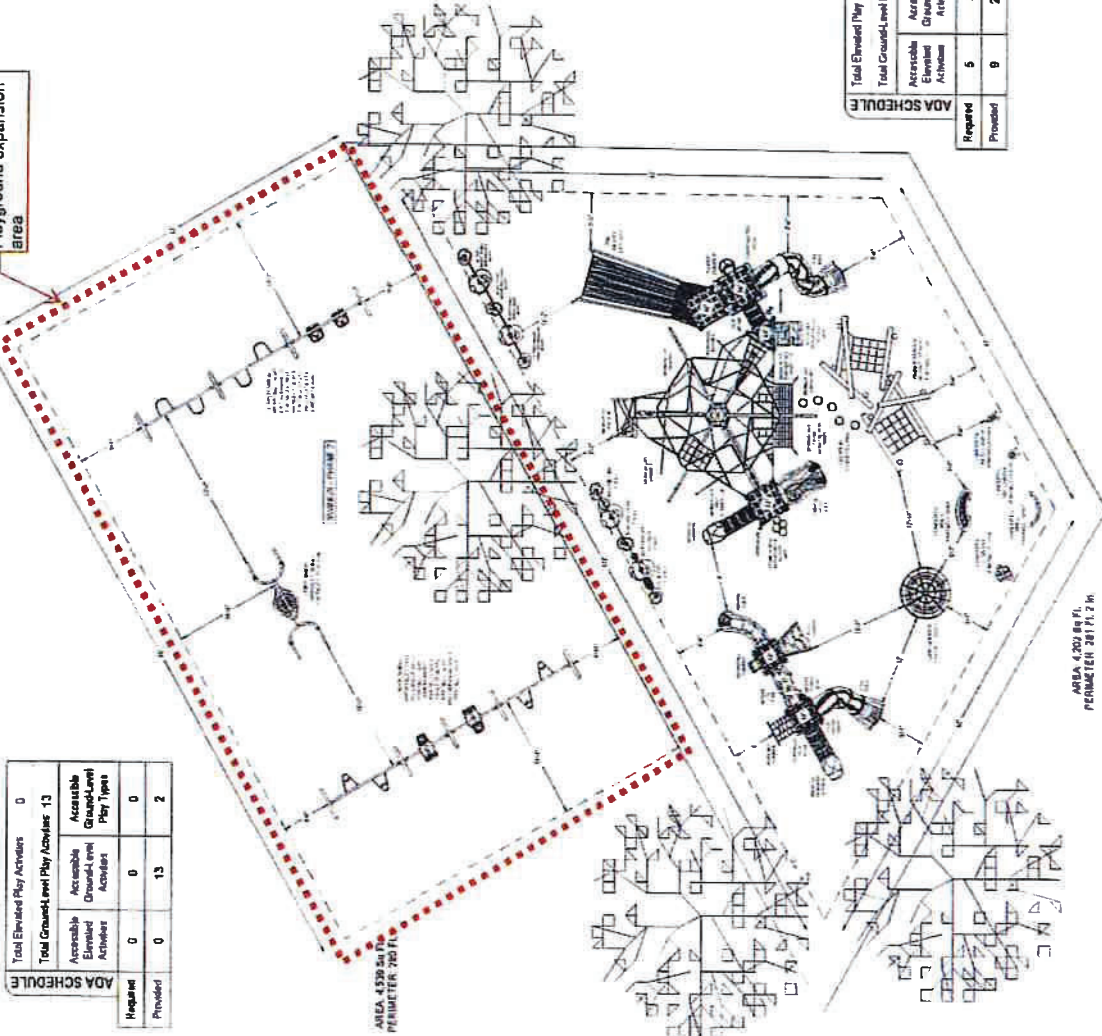
SCALE
1/16"=1'0"

DRAWN BY:
MICHAEL BORDNER

Paper Size
B

DATE:
06-JAN-2022

Playground expansion
area



Total Elevated Play Activities		Total Ground-Level Play Activities		Total	
Required	0	0	13	0	13
Provided	0	0	0	0	0

AREA: 4,539 sq. ft.
PERIMETER: 760 ft.

AREA: 4,204 sq. ft.
PERIMETER: 761.7 ft.

Total Elevated Play Activities		Total Ground-Level Play Activities		Total	
Required	5	3	22	3	25
Provided	9	22	10	31	31

Total Elevated Play Activities		Total Ground-Level Play Activities		Total	
Required	3	2	15	2	18
Provided	6	15	6	21	21

*PLAYGROUND SUPERVISION REQUIRED